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FREDERICK W. GIBB, III Gibb & Rahman, LLC 2568-A RIVA ROAD SUITE 304 ANNAPOLIS, MD 21401			EXAMINER DWIVEDI, MAHESH H	
			ART UNIT 2168	PAPER NUMBER
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

10/709,793

Applicant(s)

ANDRA ET AL.

Examiner

Mahesh H. Dwivedi

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 27 April 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-6, 8-16 and 18-24 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-6, 8-16 and 18-24 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 28 April 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## DETAILED ACTION

### *Continued Examination Under 37 CFR 1.114*

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 9/5/2006 has been entered.

### *Response to Amendment*

2. Receipt of Applicant's Amendment, filed on 04/27/2007, is acknowledged. The amendment includes the cancellation of claims 7 & 17, and the amending of claims 1, 11, and 21.

### *Claim Rejections - 35 USC § 103*

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

5. Claims 1-6, 8-16, and 18-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over **Dan et al.** (U.S. PG PUB 2002/0178103), in view of **Thomas** (U.S. PG PUB 2003/0167446), and in view of **Albazz et al.** (U.S. PG PUB 2002/0042757).

6. Regarding claims 1 and 11, **Dan** teaches a method and a program storage device comprising:

- A) establishing an original pre-defined data type definition format for an XML transaction (Paragraphs 31, 50, & 58, Figures 8-9);
- C) pre-building static structures of said XML transaction (Paragraphs 33-35);
- E) classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);
- I) wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner (Paragraphs 33-34, 36);
- J) wherein said combining comprises filling the empty tags of said dynamic structures (Paragraphs 34-35); and
- K) constructing a final XML structure based on the combining process (Paragraph 46);
- L) wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags (Paragraphs 34-35, 46).

The examiner notes that **Dan** teaches “**establishing an original pre-defined data type definition format for an XML transaction**” as “According to the invention, a meta-contract governs or controls the negotiation process. The meta contract is either pre-negotiated or formed from information provided by the parties in one or more electronic documents, preferably in the form of profiles, described in greater detail below... Before creating a meta-contract, the parties must first accept a negotiation protocol to be used during the negotiation process. After the parties accept the negotiation protocol, a meta-contract may be formed and the parties may begin a negotiation” (Paragraph 31), “FIG. 8 illustrates the preferred data type definition (DTD) covering all offer documents” (Paragraph 50), and “FIG. 9 illustrates the preferred data type definition (DTD) covering all counter offer documents” (Paragraph 58). The examiner further notes that **Dan** teaches “**pre-building static structures of said XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract”

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(Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further notes that Dan teaches **"classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a blank that me be completed by the negotiating party" (Paragraph 35). The examiner further notes that Dan teaches **"wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner"** as "The profile serves as the starting point of a negotiation by providing an initial version of a contract document" (Paragraph 33), "The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further wishes to state that the initial contract must combine the static fields (almost complete portions) and dynamic fields (the blank portions) at runtime (when the contract is sent to other party). The examiner further notes that Dan teaches **"wherein said combining comprises filling the empty tags of said dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a blank that me be completed by the negotiating party" (Paragraph 35) The examiner further notes that Dan teaches **"constructing a final XML structure based on the combining process"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46). The examiner further notes that Dan teaches **"wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46).

Dan does not explicitly teach:

B) creating a copy of said original pre-defined data type definition format for said XML transaction; and

M) wherein said final XML structure is validated by comparing said final XML structure against said copy of said original data type definition format for said XML transaction.

**Thomas**, however, teaches “**creating a copy of said original pre-defined data type definition format for said XML transaction**” as “the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD” (Paragraph 38) and “**wherein said final XML structure is validated by comparing said final XML structure against said copy of said original data type definition format for said XML transaction**” as “Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4” (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas’s** would have allowed **Dan’s** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

**Dan** and **Thomas** do not explicitly teach:

D) wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type;

F) building a list of a sequence of said static and dynamic structures;

G) linking said list to the type of XML transaction and said predetermined trading partner profile;

H) combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction.

**Albazz**, however, teaches “**wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type**” as “the preferred embodiment of the invention provides for the creation of many different Ts&Cs Sets using the Business Rules Book. Each Ts&Cs Set represents an integrated set of terms and conditions which can be used selectively by the sales group to prepare and

propose contracts to prospective buyer organizations. In a marketplace, different Ts&Cs Sets created by a supplier can be used by the e-commerce site to respond to a request for quotation (RFQ) from a buyer either by automatic rating and matching of the request or by pre-assigning a Ts&Cs Set to the buyer" (Paragraph 55) and "During the contract negotiation process the seller may decide to switch into a more attractive Ts&Cs Set, to overcome buyer reluctance or a competitive offer and win the buyer's business. This is readily done by simply referencing a different Ts&Cs Set identifier or reference number in the proposed contract or in response to an RFQ. Once a contract is approved and signed by the buyer, a copy of the selected Ts&Cs Set becomes an integral part of that contract. A contract may only include one Ts&Cs Set" (Paragraph 68), **"building a list of a sequence of said static and dynamic structures"** as "Product List Filter (PLF) is a representation of a seller's product list which replaces the complete list of all products available from a seller organization (as used herein the term "products" includes both products and services). This representation comprises products selection and/or exclusion criteria, based on a selection metaphor. The representation criteria are structured and stored in a way that ensures rebuilding the targeted product list from a master product catalog, or from multiple catalogs or other product information sources, any time the target product list is required. Depending upon the used PLF, a generated list could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. FIG. 5 illustrates an example of the creation and storage of a Product List Filter" (Paragraph 76), **"linking said list to the type of XML transaction and said predetermined trading partner profile"** as "PLFs can be implemented within the contract preparation and negotiation cycles in different scenarios. For example, a seller may define a product list to be offered to a particular buyer and create a specific PLF for that list" (Paragraph 79), and "seller can define one or more PLFs that can be linked to offered Ts&Cs Sets or restricted to certain buyers, thus controlling the content of the product list on a buyer-specific basis. The specified buyer(s) become a target buyer for the filtered product list, and PLFs enforce the products viewable by any particular buyer in the execution aspect of the invention, discussed below, whenever the

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buyer accesses the seller's e-commerce site (store or marketplace). The buyer can then select or search for required products from the filtered version of the seller's master product list" (Paragraph 80), and **"combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction"** as "All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) and any Dynamic Elements in the Terms and Conditions Set. FIG. 6 illustrates an example of linking a Ts&Cs Page having a multiple Folds to a multiple-tier PLF. Other scenarios might involve linking Ts&Cs Page Folds to other contract elements, for example to different divisions of a buyer organization" (Paragraph 81).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Albazz's** would have allowed **Dan's** and **Thomas's** to provide a method to increase the flexibility of contract negotiation through the removal of rigid pre-defined terms and subsequent replacement of dynamic best-fit terms, as noted by **Albazz** (Paragraph 12).

Regarding claims 2 and 12, **Dan** further teaches a method and program storage device comprising:

A) wherein said XML transaction occurs in a business-to-business (B2B) electronic environment (Paragraph 29).

The examiner notes that **Dan** teaches **"wherein said XML transaction occurs in a business-to-business (B2B) electronic environment"** as "method of automated negotiations of the invention is capable of producing a contract such as, for example, a service contract, and preferable a business-to-business (B-B) service contract" (Paragraph 29).

Regarding claims 3 and 13, **Dan** further teaches a method and program storage device comprising:



A) predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38).

The examiner notes that **Dan** teaches “**predefining said trading partner profile associated with a predetermined trading entity**” as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation process” (Paragraph 38).

Regarding claims 4 and 14, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static structures occurs prior to runtime of said XML transaction (Paragraphs 33-34).

The examiner notes that **Dan** teaches “**wherein said pre-building of said static structures occurs prior to runtime of said XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that contract of **Dan’s** runs once the negotiation phase begins to fill in the initial blank negotiable fields 1023 and 1024.

Regarding claims 5 and 15, **Dan** does not explicitly teach a method and program storage device comprising:

A) wherein the construction of said final XML structure follows definition established by said copy of said original data type definition format for said XML transaction.

**Thomas**, however teaches “wherein the construction of said final XML structure follows definition established by said copy of said original data type definition format for said XML transaction” as “The XML file is read and a temporary copy made and stored 28 in the RAM 7. The temporary copy of the contents of the XML file is displayed 29 by

means of the output interface 10 so that a user is able to input modifications to the XML file via the input interface 9... Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4. Of course, the modified version of the XML file may be stored separately from the original version of the XML file instead of overwriting the original XML version" (Paragraphs 43-44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas's** would have allowed **Dan's** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Regarding claims 6 and 16, **Dan** further teaches a method and program storage device comprising:

- A) filling said empty tags of said dynamic structures with business data values (Paragraphs 34-35); and
- B) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44).

The examiner notes that **Dan** teaches "**filling said empty tags of said dynamic structures with business data values**" as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35) and "**building multiple repeating dynamic structures at runtime of said XML transaction**" as "A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated" (Paragraph 44).

Regarding claims 8 and 18, **Dan** further teaches a method and program storage device comprising:

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A) wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data (Paragraphs 33-35, Figure 4).

The examiner notes that **Dan** teaches **“wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data”** as “The profile may include information such as: products and services provided, specific business processes that the service provider can perform, security requirements, and technology information such as which message-exchange protocols are supported by the service provider” (Paragraph 33) and “Allowable choices 1014 may cover, for example, business and/or technical considerations such as a list of supported transport protocols, a list of supported shipping and transport services (such as overnight shipping, airmail delivery, etc.), delivery times, and/or the optional use of preexisting meta contract” (Paragraph 35).

Regarding claims 9 and 19, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static structures and a pre-building of said dynamic structures occurs at a time of installation of said trading partner profile in a database in said computer system (Paragraph 10).

The examiner notes that **Dan** teaches **“wherein said pre-building of said static structures and a pre-building of said dynamic structures occurs at a time of installation of said trading partner profile in a database in said computer system”** as “providing a starting state for a contract, wherein the starting state may be a previous contract, a publicly defined template such as, for example, Open Buying on the Internet (OBI), or a template defined prior to the negotiation by one of the parties” (Paragraph 10).

Regarding claims 10 and 20, **Dan** further teaches a method and program storage device comprising:

- A) linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 32-34); and
- B) storing the linked static structures in said database (Paragraph 37).

The examiner notes that **Dan** teaches “**linking said static structures to a type of XML transaction and said predetermined trading partner profile**” as “Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile” (Paragraph 32) and “**storing the linked static structures in said database**” as “In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses’ contract templates or profiles and other related information” (Paragraph 37).

Regarding claim 21, **Dan** teaches a computer system comprising:

- A) means for establishing an original pre-defined data type definition format for an XML transaction (Paragraphs 31, 50, & 58, Figures 8-9);
- C) means for pre-building static structures of said XML transaction (Paragraphs 33-35);
- E) means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);
- I) wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner (Paragraphs 33-34, 36);
- J) wherein said combining comprises filling the empty tags of said dynamic structures (Paragraphs 34-35); and
- K) means for constructing a final XML structure based on the combining process (Paragraph 46);
- L) wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags (Paragraphs 34-35, 46).

The examiner notes that **Dan** teaches “**means for establishing an original pre-defined data type definition format for an XML transaction**” as “According to the invention, a meta-contract governs or controls the negotiation process. The meta

contract is either pre-negotiated or formed from information provided by the parties in one or more electronic documents, preferably in the form of profiles, described in greater detail below... Before creating a meta-contract, the parties must first accept a negotiation protocol to be used during the negotiation process. After the parties accept the negotiation protocol, a meta-contract may be formed and the parties may begin a negotiation" (Paragraph 31), "FIG. 8 illustrates the preferred data type definition (DTD) covering all offer documents" (Paragraph 50), and "FIG. 9 illustrates the preferred data type definition (DTD) covering all counter offer documents" (Paragraph 58). The examiner further notes that **Dan** teaches **"means for pre-building static structures of said XML transaction"** as "The profile serves as the starting point of a negotiation by providing an initial version of a contract document" (Paragraph 33), "The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further notes that **Dan** teaches **"means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35). The examiner further notes that **Dan** teaches **"wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner"** as "The profile serves as the starting point of a negotiation by providing an initial version of a contract document" (Paragraph 33), "The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further wishes to state that the initial contract must combine the static fields (almost complete portions) and dynamic fields (the blank portions) at runtime (when the contract is sent to other party). The examiner further notes that **Dan** teaches **"wherein said combining comprises filling the empty tags of said dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a

blank that me be completed by the negotiating party” (Paragraph 35) The examiner further notes that **Dan** teaches “**means for constructing a final XML structure based on the combining process**” as “the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA” (Paragraph 46). The examiner further notes that **Dan** teaches “**wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags**” as “the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA” (Paragraph 46).

**Dan** does not explicitly teach:

- B) means for creating a copy of said original pre-defined data type definition format for said XML transaction; and
- M) wherein said final XML structure is validated by comparing said final XML structure against said copy of said original data type definition format for said XML transaction.

**Thomas**, however, teaches “**means for creating a copy of said original pre-defined data type definition format for said XML transaction**” as “the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD” (Paragraph 38) and “**wherein said final XML structure is validated by comparing said final XML structure against said copy of said original data type definition format for said XML transaction**” as “Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4” (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas’s** would have allowed **Dan’s** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

**Dan** and **Thomas** do not explicitly teach:

- D) wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type;

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F) means for building a list of a sequence of said static and dynamic structures;

G) means for linking said list to the type of XML transaction and said predetermined trading partner profile;

H) means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction.

Albazz, however, teaches **“wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type”** as “the preferred embodiment of the invention provides for the creation of many different Ts&Cs Sets using the Business Rules Book. Each Ts&Cs Set represents an integrated set of terms and conditions which can be used selectively by the sales group to prepare and propose contracts to prospective buyer organizations. In a marketplace, different Ts&Cs Sets created by a supplier can be used by the e-commerce site to respond to a request for quotation (RFQ) from a buyer either by automatic rating and matching of the request or by pre-assigning a Ts&Cs Set to the buyer” (Paragraph 55) and “During the contract negotiation process the seller may decide to switch into a more attractive Ts&Cs Set, to overcome buyer reluctance or a competitive offer and win the buyer's business. This is readily done by simply referencing a different Ts&Cs Set identifier or reference number in the proposed contract or in response to an RFQ. Once a contract is approved and signed by the buyer, a copy of the selected Ts&Cs Set becomes an integral part of that contract. A contract may only include one Ts&Cs Set” (Paragraph 68), **“means for building a list of a sequence of said static and dynamic structures”** as “Product List Filter (PLF) is a representation of a seller's product list which replaces the complete list of all products available from a seller organization (as used herein the term “products” includes both products and services). This representation comprises products selection and/or exclusion criteria, based on a selection metaphor. The representation criteria are structured and stored in a way that ensures rebuilding the targeted product list from a master product catalog, or from multiple catalogs or other product information sources, any time the target product list is required. Depending upon the used PLF, a generated list could be static with the same products being

produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. FIG. 5 illustrates an example of the creation and storage of a Product List Filter" (Paragraph 76), **"means for linking said list to the type of XML transaction and said predetermined trading partner profile"** as "PLFs can be implemented within the contract preparation and negotiation cycles in different scenarios. For example, a seller may define a product list to be offered to a particular buyer and create a specific PLF for that list" (Paragraph 79), and "seller can define one or more PLFs that can be linked to offered Ts&Cs Sets or restricted to certain buyers, thus controlling the content of the product list on a buyer-specific basis. The specified buyer(s) become a target buyer for the filtered product list, and PLFs enforce the products viewable by any particular buyer in the execution aspect of the invention, discussed below, whenever the buyer accesses the seller's e-commerce site (store or marketplace). The buyer can then select or search for required products from the filtered version of the seller's master product list" (Paragraph 80), and **"means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction"** as "All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) and any Dynamic Elements in the Terms and Conditions Set. FIG. 6 illustrates an example of linking a Ts&Cs Page having a multiple Folds to a multiple-tier PLF. Other scenarios might involve linking Ts&Cs Page Folds to other contract elements, for example to different divisions of a buyer organization" (Paragraph 81).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Albazz's** would have allowed **Dan's** and **Thomas's** to provide a method to increase the flexibility of contract negotiation through the removal of rigid pre-defined terms and subsequent replacement of dynamic best-fit terms, as noted by **Albazz** (Paragraph 12).

Regarding claim 22, **Dan** teaches a computer system comprising:



- A) means for predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38);
- B) means for filling said empty tags of said dynamic structures with business data values(Paragraphs 34-35); and
- C) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44);
- D) means for linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 5, and 32-34); and
- E) means for storing the linked static structures (Paragraph 37).

The examiner notes that **Dan** teaches **“means for predefining said trading partner profile associated with a predetermined trading entity”** as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation process” (Paragraph 38), **“means for filling said empty tags of said dynamic structures with business data values”** as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35), **“building multiple repeating dynamic structures at runtime of said XML transaction”** as “A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated” (Paragraph 44), **“means for constructing a final XML structure using said means for combining”** as “the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA” (Paragraph 46), **“means for linking said static structures to a type of XML transaction and said predetermined trading partner profile”** as “The general information about the TPA provides the TPA name, its type and its version. The roles and the participants section specifies the various roles and participants along with the contact information of the business partners, and it also includes the valid duration of the contract, the number of times the contract may be used and how often it may be invoked” (Paragraph 5) and “Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile” (Paragraph 32), and **“means for storing the linked**

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**static structures**” as “In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses’ contract templates or profiles and other related information” (Paragraph 37).

Regarding claim 23, **Dan** further teaches a computer system comprising:

A) wherein said static structures are pre-built prior to runtime of said XML transaction (Paragraphs 33-34).

The examiner notes that **Dan** teaches “**wherein said static structures are pre-built prior to runtime of said XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that contract of **Dan’s** runs once the negotiation phase begins to fill in the initial blank negotiable fields 1023 and 1024.

Regarding claim 24, **Dan** further teaches a computer system comprising:

A) wherein said pre-building of said static structures and said dynamic structures are pre-built at a time of installation of said trading partner profile in a database of said computer system (Paragraph 10).

The examiner notes that **Dan** teaches “**wherein said pre-building of said static structures and said dynamic structures are pre-built at a time of installation of said trading partner profile in a database of said computer system**” as “providing a starting state for a contract, wherein the starting state may be a previous contract, a publicly defined template such as, for example, Open Buying on the Internet (OBI), or a template defined prior to the negotiation by one of the parties” (Paragraph 10).

### ***Response to Arguments***

7. Applicant's arguments filed on 04/09/2007 have been fully considered but they are not persuasive.

Applicants argue on page 14 that **“However, the Applicants have indicated in parenthetical form which claimed language specifically teaches this concept (wherein said final XML structure is validated by comparing said final XML structure against said copy of said original data type definition format for said XML transaction). Therefore, this limitation is provided in the Applicant’s claims”**. However, the examiner wishes to point to Paragraph 44 of **Thomas** which states “Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4” (Paragraph 44). Moreover, in response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., “if there is a difference between the constructed XML and the copy of the pre-established DTD, then the XML is invalidated” and “if a difference exists, then the DTD is not changed, but rather the process is repeated until no change exists) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). The examiner further wishes to state that there is no limitation claimed as directed towards validating a DTD if there are no differences between the compared DTD's.

Applicant's arguments with respect to claim 1-6, 8-16, and 18-24 have been considered but are moot in view of the new ground(s) of rejection.

### **Conclusion**

8. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

U.S. PGPUB 2005/0005116 issued to **Kasi et al.** on 06 January 2005. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 2006/0059024 issued to **Bailey et al.** on 16 March 2006. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020138399 issued to **Hayes et al.** on 26 September 2002. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020091533 issued to **Ims et al.** on 11 July 2002. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).


**Contact Information**

9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Mahesh Dwivedi whose telephone number is (571) 272-2731. The examiner can normally be reached on Monday to Friday 8:20 am – 4:40 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tim Vo can be reached (571) 272-3642. The fax number for the organization where this application or proceeding is assigned is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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